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UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE.

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# SALE PROSPECTUS

OF

National Forest Timber, Payette River, Idaho  
Boise and Payette National Forests.

ISSUED BY

FOREST SERVICE, OGDEN, UTAH.



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On February 15 the Forest Service began advertising for sale two tracts of timber, aggregating 750 million feet on the Payette River, Idaho, within the Boise and Payette National Forests. The timber is to be advertised for a period of three and one-half months, ending June 1, 1913, during which time bids will be received by the District Forester at Ogden, Utah, for all or any portion of the timber in each tract. The date for receiving bids will, however, be extended 30 days upon the request of any person who desires additional time for examining the timber.

## AMOUNT OF TIMBER AND KINDS.

The two tracts being advertised are:

(1) The South Fork of Payette River in Townships 8, 9 and 10 North, Ranges 4, 5, 6, 7, 8, 9 and 10 East, Boise Meridian.

(2) The Middle Fork of Payette River in Townships 9, 10, 11 and 12 North, Ranges 4, 5 and 6 East, Boise Meridian. The estimated amount of timber to be cut from each tract is shown below.

In M. Feet.	Yellow Pine.	Douglas Fir.	Misc. Species.	Merc. Dead Timber.	Total.
South Fork .....	245,157	52,543	.....	3,072	300,772
Middle Fork .....	307,282	102,445	27,963	10,895	448,585
Total.....	552,439	154,988	27,963	13,967	749,357

In addition to the above, which represents National Forest timber to be cut, there is on the South Fork approximately eight million feet of State and private timber in scattered holdings, and on the Middle Fork approximately thirty-six million feet of private and State timber, which will naturally be logged in connection with the removal of the National Forest timber on the tracts involved. This makes the total cut approximately 308 million feet for the South Fork and 485 million feet for the Middle Fork. The State of Idaho has already given consent to the sale of its timber on the Payette River in connection with the sale of the National Forest timber and it is believed no difficulties will be met in purchasing the private timber since it must naturally be removed with the Government and State timber.

## CONTRACT PERIODS AND STUMPAGE RATES.

The contract periods to be allowed for the removal of the Government timber are twelve years for the South Fork tract and fifteen years for the Middle Fork tract, one year additional being granted in the latter case for the construction of necessary improvements, prior to active operations. For each Fork, if the full amount of timber is purchased, a bond of \$20,000 will be required. Payments for stumpage must be made as the timber is cut, in advance deposits of \$10,000. These payments may be reduced if due just in advance of a period when logging operations will be suspended for a period of at least four months.

Separate stumpage rates have been fixed for each Fork and will apply. Bids must be submitted for each Fork separately or they may be submitted for any portion of the timber on each Fork. The minimum stumpage rates which will be considered by the Forester are \$2.50 per M feet for live yellow pine, \$1.00 per M feet for live Douglas Fir and merchantable dead timber on the South Fork; \$2.00 per M feet for live yellow pine and \$1.00 per M feet for live Douglas Fir and other species and all merchantable dead timber on the Middle Fork.

## ACCESSIBILITY.

The watersheds of the South and Middle Forks of the Payette River are largely in Boise County, Idaho. The Payette River drains southward to Payette, a town of 2,000 population, on the main line of the Oregon Short Line, and at the confluence of the Payette River and the Snake River. The



junction of the South Fork and Middle Fork of the Payette River is in Garden Valley. The recent extension of the Idaho Northern Railway, a branch of the Oregon Short Line, from Emmett up the main Payette River to the North Fork, thence into Long Valley, has brought Garden Valley within eight miles of railroad connections. From the railroad at the mouth of the North Fork, the average freighting distance for the upper South Fork timber will be between forty and fifty miles, and for the Middle Fork timber about ten to twenty miles.

Both Forks are very accessible by wagon roads, either from Emmett up the main river to Garden Valley, or from Boise to Garden Valley by way of Placerville. From Garden Valley roads extend up both the South Fork and the Middle Fork. The South Fork from Lowman up is also accessible by a county road from Boise to Idaho City, thence to Lowman. These are well built roads, on which automobiles can be run to Garden Valley or to Lowman. The attached map shows the location of the two tracts with respect to surrounding towns, railroads and available mill sites.

### **THE RIVER.**

The Payette River is one of the largest tributaries of the Snake River in Southern Idaho. This entire watershed embraces approximately two million acres. Over the greater part of this area snow lies for about six months during the year and the volume of water carried by the river during the spring floods is tremendous. Both the South and Middle Forks are drivable almost to their heads. They have been driven annually with small drives for the last 20 to 25 years.

Assuming a mill at Emmett, the average drive for the upper South Fork will be about 90 miles and the average drive for the Middle Fork about 65 miles. A mill at Montour would reduce the driving distance 14 miles in the case of each Fork. Very few stream improvements are necessary on the Main River and on the South Fork. The Middle Fork will require a heavier outlay for the improvement of several rapids above Garden Valley. The cost of these improvements has been charged against the stumpage.

### **MILL SITES.**

Below the junction of the North Fork, the Payette River begins to break out of the mountains and a number of excellent mill sites are available along the river, and on the Idaho Northern Railroad, from the town of Horseshoe Bend down to Payette. Good mill sites are available at Horseshoe Bend, Montour, Emmett and Payette. All of these towns are rapidly developing communities and inducements are held out by each for the establishment of a large mill. At the town of Emmett, three or four mill sites are available and the Emmett Commercial Club offers very favorable terms to any company which will establish a mill at that point. These terms in brief are that the operator must contract to manufacture at least 50 million feet of lumber within a period of five years and give a bond sufficient to cover the cost of the site with interest. The deed and bond will be placed in escrow in one of the Emmet banks, which will deliver the deed at the end of five years provided the contract has been fulfilled.

## MARKETS AND MARKET PRICES.

The Payette River timber contributes directly to the large and rapidly increasing lumber market of southern Idaho and northern Utah. This market will consume the greater portion of the lumber manufactured from the two tracts in question, although upper grades will doubtless be shipped east. The annual consumption of lumber in southern Idaho is estimated at 105 million feet, of which less than 25 million feet are produced locally. All local mills operating at the present time are small ones.

Northern Utah is estimated to consume approximately 150 million feet annually, only about 10 million feet of which is produced locally by small mills operating on a limited scale and not grading the lumber produced. There are no large, up-to-date mills in Utah. The greater part of the lumber consumed in both southern Idaho and northern Utah is shipped in from Oregon and the coast and the opportunities for the establishment of a large mill, contributing directly to these markets, are unexcelled. A mill at Montour, Horseshoe Bend, Emmet or Payette will have direct railroad connection over the Oregon Short Line system with all of southern Idaho and northern Utah, and will have the advantage over outside competing large mills in freight rates.

At the rate of present development, the future possibilities of the Southern Idaho market seem unlimited. The population more than doubled within the last ten years, according to the census of the United States. During the past few years there has been a wonderful development in the region in the way of settlement, reclamation of arid lands, and the extensive generation of electric power. Idaho leads the world in the reclamation of arid lands. Practically all of this reclamation work is in the Snake River drainage, in southern Idaho. Present reclamation projects completed or in the course of construction represent investments aggregating approximately \$100,000,000. There are forty different Carey Act irrigation projects reclaiming a total acreage of 2,171,482 acres. A total of \$2,000,000 was expended on Carey Act projects in the State during 1912. In addition there are vast areas being brought under irrigation by the Government and by private organization. The Government under the Payette and Boise projects is now reclaiming 243,000 acres near Boise, and under the Minidoka project 125,000 acres near Minidoka. Within southern Idaho, in short, there has been constructed, or is in the course of construction, canal systems to irrigate 5 million acres of land, of which 2 million acres are being reclaimed by private irrigation companies and the balance by the Government and Carey Act projects.

As the result of this extensive reclamation of lands, the southern portion of the State is rapidly becoming a region of heavy population and great business activity. Fruit growing, the production of hay and grain, dairying and stock raising are the leading agricultural pursuits. During the past year the acreage planted in fruits has doubled, until at the present time there are 143,000 acres of orchards. The demand for box boards is not only large at the present time, but increasing annually. There were 28 million bushels of grain harvested in the State during the year, 17 million bushels of which were produced in the southern portion. Only a comparatively small portion of the available land in this section is being reclaimed. The Snake River desert is a fertile valley over 500 miles long and from 50 to 100 miles wide. The above is sufficient to give a fair idea of the present and future lumber market to which the Payette River timber contributes.

During the past five years lumber prices throughout this region have



been marked by many fluctuations. Since 1907 the trend in prices has been downward. In the early fall of 1912, however, increased demand for lumber was followed by an immediate upward trend of lumber prices. By October the wholesale prices of lumber throughout the territory advanced from \$3.00 to \$5.00 per M feet, and these advances are maintaining at the present time. On the basis of an investigation made by the Forest Service, the average normal wholesale price for the grades of lumber which the Payette River timber is estimated to produce, was determined as approximately \$19.35 per M feet for yellow pine and \$16.35 per M feet for Douglas fir and other species. These average prices were determined from average normal prices for the years 1908, 1909, 1910 and 1911. October, 1912, prices for the same grades showed an average wholesale price of \$21.98 per M feet for yellow pine and \$18.80 per M feet for Douglas fir. These prices are f. o. b. Boise.

The standard scale rule used by the Forest Service is the Scribner Decimal C. For timber from the Payette River region, the mill overrun for this rule averages from 10 to 15%. In the stumpage appraisals for the Payette River timber the overrun considered is 10% and the average selling price of lumber per M feet is \$19.35 f. o. b. Boise for Yellow pine and \$16.35 per M feet for Douglas fir and other species. On the basis of a 10% overrun, therefore, the average selling price per M feet of logs manufactured into lumber is \$21.28 for yellow pine and \$17.98 for other species.

### STUMPAGE APPRAISALS.

The timber on the South and Middle Forks has been appraised separately on the basis that each Fork forms separate sale chances. In determining stumpage values for each Fork all depreciation, improvement, interest and administrative charges, as well as all working capital necessary in logging and milling have been taken into consideration. Approximately 20% of the total conversion cost, stumpage included, has been allowed as the operator's profit. The difference between the total conversion cost, plus 20% for operator's profit and the average selling price f. o. b. Boise, represents stumpage values. All costs are estimated by Forest Service lumberman after a thorough examination of logging conditions on the ground and the driving condition of the streams from the timber to the mill. There is shown below summarized estimated conversion costs, operator's profit and stumpage values:

SOUTH FORK.	—Logs Per M Feet—	
	Yellow Pine	Douglas Fir.
Depreciation logging equipment.....	\$0.22	\$0.22
Interest and maintenance on same.....	.05	.05
Stream improvements with interest.....	.04	.04
Logging and driving to mill.....	6.77	6.77
Interest on working capital.....	.26	.26
Cost of manufacture (pond to f. o. b. cars).....	4.40	3.01
Mill depreciation and maintenance.....	.41	.41
Taxes, insurance, supervision.....	.65	.65
Selling and commission.....	.50	.40
Interest on working capital.....	.15	.10
Freight, mill to Boise.....	1.76	2.11
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Total estimated cost f. o. b. Boise.....	\$15.21	\$14.02
Average selling price f. o. b. Boise.....	21.28	17.98
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Difference cost and selling price.....	\$6.07	\$3.96
Stumpage.....	2.50	1.00
Operator's Profit.....	3.57	2.96
Average profit all species.....	\$3.46	

MIDDLE FORK.	—Logs Per M Feet—	
	Yellow Pine.	Douglas Fir.
Depreciation logging equipment.....	\$0.17	\$0.17
Interest and maintenance on same.....	.05	.05
Logging and driving to mill, including cost of stream improvements with interest .....	7.20	7.20
Interest on working capital.....	.31	.31
Cost of manufacture (pond to f. o. b. cars).....	4.49	3.10
Mill depreciation and maintenance.....	.25	.25
Taxes, insurance, supervision.....	.55	.55
Selling and commissions.....	.50	.40
Interest on working capital.....	.15	.10
Freight, mill to Boise.....	1.76	2.11
Total estimated cost f. o. b. Boise.....	\$15.43	\$14.24
Average selling price f. o. b. Boise.....	21.28	17.98
Difference cost and selling price.....	\$5.85	\$3.74
Stumpage .....	2.00	1.00
Operator's profit .....	3.85	2.74
Average profit, all species.....		\$3.50

### LOGGING CONDITIONS.

The exploitation of the timber on both the South and Middle Forks involves characteristic mountain logging, and the driving of the logs to the mill in the spring. The topography of the two tracts varies from steep slopes to timbered flats along the main rivers and tributaries. Timber which cannot be horse logged is not considered in the sale. In the estimated costs of logging, a logging narrow gauge railroad has been figured on for hauling logs out of Scriver, Anderson and Lightning Creeks, tributaries of the Middle Fork, and Wash and Big Creeks, tributaries of the South Fork. The timber to be cut from these creeks is shown in the following table:

Timber in M Feet to Be Logged by Railroad.

Species.	—SOUTH FORK—		—MIDDLE FORK—		
	Wash Creek	Big Creek	Scriver Creek	Anderson Creek	Lightning Creek
Yellow Pine .....	12,960	25,000	58,340	43,900	20,000
Douglas Fir .....	1,720	3,500	25,525	10,600	5,000
Misc. Species .....			14,630	85	
Merch. Dead .....	380	1,000	1,905	690	
Total .....	15,060	29,500	100,400	55,275	25,000

Grand Total, South Fork, 44,560 M feet; Middle Fork, 180,675 M Feet.

The maximum amount of railroad needed is 7½ miles. All the logging on the remainder of the tracts, it is figured, will be done by horses. Local conditions of topography will determine detailed methods. On many areas, the timber can be skidded direct to the river; on others, dry chutes, pole roads, dray hauls or short flumes will be the most practical method.

The Payette River Yellow Pine is of exceedingly good quality, extremely free from defects and is estimated to yield from 15 to 20 per cent of clear lum-

ber. The trees run from four to six logs each and an average diameter breast high of 25 to 30 inches. The fir and spruce is an average for these species in the Rocky Mountains, and while not as sound as the Yellow pine, will yield good dimension stock and lower grades of lumber. Throughout southern Idaho the demand for fir for building material is great and it is decidedly to the advantage of the purchaser to handle these species. The following table based on actual measurements taken on Scriver Creek, Middle Fork, will give an indication of the timber stands:

	PLOT 1.		PLOT 2.		PLOT 3.	
Timber to be cut.	Y. Pine.	D. Fir.	Y. Pine.	D. Fir.	Y. Pine.	D. Fir.
No. trees per acre.....	13.2	2.8	8.1	3.4	8	2
Av. diam. of trees .....	28"	27"	26"	24"	29"	30"
Av. No. logs per tree	5	4.3	4.5	4	5.2	4.1
Total cut per acre.....	15,000	2,500	8,000	2,000	11,500	2,500

### LOGGING SEASON.

The season for summer logging begins the latter part of June and extends through until about the 1st of December. The season is excellently adapted to summer logging since there is little rain and logging roads are practically always in good condition. On creeks where log hauls are involved the use of sleds on snow roads will be the cheapest means of transportation. The winter logging season is in December and January. Some winter logging has already been done on the Payette River by ranchers who logged their own timber and sold the logs on the banks of the river. All equipment will have to be shipped in by rail to the mouth of the North Fork and then freighted to Garden Valley, a distance of eight miles.

### LABOR AND SUPPLIES.

Owing to the fact that no large and steady logging operations have been carried on in the Payette River timber, the old time lumber jack is not to be found in the region. A large operator would, therefore, have to import his lumber jacks, although many of the ranchers in Garden Valley, Long Valley and neighboring regions are experienced lumbermen and would be available. They would have the experience of having logged in the mountains which would give them a decided advantage over the level-land logger. Many of these ranchers own good teams and considerable contract logging could be done through them.

Supplies such as hay, grain, meats, vegetables, etc., can be obtained in Garden Valley, and contracts can be let for these supplies delivered at the camps. Prices during the season of 1912 were: Hay, \$8.00 per ton; grain, \$1.25 per cwt.; vegetables, \$2.00 per cwt., and meat, 11c per pound. A road from Garden Valley to Lowman is now being built, which will make it possible to obtain all the above supplies for the upper South Fork operations from Garden Valley, which will therefore be the distributing point for both Forks.

### FINAL DATE FOR BIDS.

Sealed bids will be received by the District Forester, Ogden, Utah, up to and including June 1, 1913, for all or any portion of the timber on either Fork. For each bid submitted on either Fork a deposit of \$10,000 must be sent to



the First National Bank (U. S. Depository), Ogden, Utah, said deposit to apply on purchase price if bid is accepted, or refunded if rejected. Before accepting any bid, the Forester will require the bidder to submit a certified statement as to his financial organization, showing that the sale can be handled successfully.

### **FIELD EXAMINATION AND SAMPLE MARKING.**

One of the principal objects for the long sale advertisement for this timber is to allow interested parties to make an examination of logging and driving conditions on the ground. During the latter part of April and the month of May weather conditions are such that an examination of the timber and the streams can be made.

The contracts which will be offered by the Forest Service provide that not more than 25% of the timber above 12 inches in diameter will be reserved as seed trees and a future crop. Sample areas have been marked by Forest officers showing the method of marking which will be followed in the sales. The Forest Service desires that any parties examining the timber on the ground, also examine these marked areas in order to have a clear idea of the timber to be cut.

### **ADDITIONAL INFORMATION.**

Detailed information and maps covering logging and driving conditions, timber estimates, stumpage appraisals, mill sites, markets, contract provisions, etc., will be furnished upon request, by the District Forester at Ogden, Utah. Copies of the sale advertisement, together with necessary forms for submitting bids, will be furnished upon request, by the Forest Supervisor at either Boise or Emmett, Idaho, or by the District Supervisor at Ogden, Utah. The Forest Service will be glad to give such assistance as is proper to prospective buyers who desire to look over conditions on the ground.

### **CONTRACTS.**

The contract for the South Fork tract will allow a period of twelve years for the removal of the timber, the period dating from the date on which the contract is formally approved in writing by the Forester. The contract period allowed for the Middle Fork is fifteen years, with one additional year at the outset for constructing necessary improvements, provided this amount of time is necessary before actual cutting is commenced. Both contracts will provide for a readjustment of stumpage rates at the end of each five-year period. The basis of this readjustment is given in clause 23 of the contract given below, which is the full contract which will be required of the successful bidder on the South Fork timber. The contract for the Middle Fork will differ from that given only in the contract period, stumpage rates and the minimum amounts to be cut during specified periods. Contract period and stumpage rates for the Middle Fork have been stated above. The minimum cut for this Fork will be 25% during the first five years, 35% during the second five-year period and the remainder or 40% during the last five-year period.

## TIMBER SALE CONTRACT.

### South Fork, Payette River, Boise and Payette National Forests.

We, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having an office and principal place of business at \_\_\_\_\_, State of \_\_\_\_\_, hereby agree to purchase in accordance with our bid submitted in pursuance of the notice of sale of certain timber in the Boise and Payette National Forests, duly given by publication as required by law, all the merchantable dead timber standing or down, and all the live timber marked or designated for cutting by a Forest officer, located on an area of about 50,000 acres to be definitely designated by a Forest officer before cutting begins in Townships 8, 9 and 10 North, Ranges 4, 5, 6, 7, 8, 9 and 10 East, Boise Principal Meridian, on the watershed of the South Fork of the Payette River, within the Boise and Payette National Forests, estimated to be 245,157,000 feet live Western Yellow pine, 52,543,000 feet live Douglas fir and Engelman spruce, 3,072,000 feet of merchantable dead timber, board measure, log scale, more or less. We do hereby, in consideration of the sale of this timber to us, promise to pay to the First National Bank of Ogden, Utah (United States depository) or such other depository or officer as shall hereafter be designated, to be placed to the credit of the United States, for the timber in accordance with the terms of Clause 23 of this agreement, in advance payments of at least Ten Thousand dollars (\$10,000) each when called for by the Forest officer in charge, credit being given for the sums, if any, heretofore deposited with the said United States depository or officer in connection with this sale.

And we further promise and agree to cut and remove said timber in strict accordance with the following conditions and all regulations governing timber sales prescribed by the Secretary of Agriculture:

1. Timber upon valid claims and all timber to which there exists valid claim under contract with the Forest Service is exempted from this sale.

2. No unnecessary damage will be done to young growth or the trees left standing and no trees will be left lodged in the process of felling. Unmarked or undesignated trees that are badly damaged in logging will be cut if required by the Forest officer.

3. All books pertaining to our logging operations and milling business will be open to inspection at any time by Forest officers authorized by the District Forester to make such inspection with the understanding that the information so obtained shall be considered confidential.

4. The ground in the vicinity of logging camps, mills, stables and other structures shall be kept in clean and sanitary condition; and rubbish shall be removed and burned or buried. When camps or other establishments of the operator are moved from one location to another all debris shall be burned or otherwise disposed of as directed by the Forest officer in charge.

5. So far as is reasonable all branches of the logging shall keep pace with one another, and in no instance shall the brush disposal be allowed to fall behind the cutting; except where the depth of the snow or other adequate reason makes proper disposal impossible, when the disposal of the brush may, with the written consent of the Forest Supervisor, be postponed until conditions are more favorable.

6. All telephone lines crossing the sale area will be protected as far as possible in logging operations, and will be repaired immediately if injured; all



roads or trails traversing the sale area, whose maintenance and repair is considered necessary by the Forest officer in charge, which are injured or destroyed by our logging operations, will be repaired by us as soon as practicable.

7. A period of 12 years, beginning with the date on which final contract is approved by the Forester, will be allowed for the cutting of the timber involved in this sale. Unless the amounts specified below are reduced by the Secretary of Agriculture, at least 75,000 M. feet B. M. will be cut prior to June 30, 1917; 100,000 M feet B. M. prior to June 30, 1921; and the remainder prior to June 30, 1925.

8. Tops will be lopped and all brush piled compactly away from the living trees or otherwise disposed of as directed by the Forest officer in charge of the sale. If, in the judgment of the Forest Supervisor, all or any part of said brush should be piled and burned, we agree to furnish a sufficient number of men yearly free of charge to burn said brush in such manner and at such times as the Forest Supervisor shall prescribe.

9. We agree to examine before executing the final contract, a sample of the marking showing the system which will be followed in designating for cutting the timber included in this application. It is understood that the sale includes all of the merchantable dead timber standing or down upon the sale area and approximately 75% of the merchantable live timber 12 inches and over in diameter breast high, said live timber to be marked or designated for cutting by the forest officer in charge.

10. In order to check the spread of forest tree diseases and to eliminate snags which constitute a fire menace, we agree to cut all trees or snags marked upon the sale, whether merchantable or apparently unmerchantable. Such trees or snags after felling shall be opened up sufficiently to satisfy the Forest officer in charge of their condition, and any portions thereof which are merchantable within the meaning of this agreement, as specified in clause 15, shall be removed, scaled and paid for.

11. This agreement contemplates logging in the woods by means of horses, which is the ordinary mode of logging in practice in the region in which the area covered in this agreement is located. Steam donkey engines may, however, be used for hauling in logs by means of chutes, slides or pole roads, or for hauling logs in the bottom of draws, but their use for yarding or skidding, or the employment of any other method of logging will be allowed only with the consent of the Forester and under such conditions and restrictions as he may require.

12. Any material cut and removed for sale below the minimum size specified for saw logs in clause 15 shall be scaled, measured, or counted, as the Forester shall prescribe; converted into board measure log scale in accordance with the ratio determined by the Forester, which shall conform with the current practice of the Forest Service; and paid for in accordance with the established rate for such species until or unless a special rate upon such material is established by the Forester upon application of the purchaser.

13. All cutting will be done with the saw when possible. Stumps will be cut so as to cause the least possible waste and not higher than 18 inches on the side adjacent to the highest ground, except in unusual cases when in the discretion of the Forest officer this height is not considered practicable; all trees will be utilized to as low a diameter in the tops as possible, so as to cause the least waste, and to a minimum diameter of 8 inches when merchantable in the judgment of the Forest officer; the log lengths will be varied so as to make this possible.

14. All marked or designated trees will be cut. No live timber will be

cut except that marked or otherwise designated. All dead timber sound enough for lumber of any merchantable grade will be cut from the areas specified. Dead timber will be cut only from such specified areas. No timber will be cut until paid for, or removed until scaled, measured, or counted by a Forest officer. The title to all timber included in this agreement will remain in the United States until it has been paid for and scaled, measured, or counted, as herein provided.

15. Yellow pine saw logs 10 feet long or more, which scale at least 33 1-3% of sound material, and saw logs of the other species and all dead timber, including yellow pine, 12 feet long and over, which scale at least 50% of sound material, shall be considered merchantable under the terms of this contract. Provided, that the term "sound material" as herein used includes only standard merchantable lumber grades recognized by the trade in southern Idaho.

16. The plan of logging operations on the respective portions of the sale areas shall be approved by the Forest officer in charge. When operations are begun on any natural logging area, the cutting on that area shall be fully completed to the satisfaction of the Forest officer in charge before cutting may begin on any other areas, unless written permission is given by the Forest officer in charge to begin cutting on a different area, with the understanding that as soon as conditions warrant it cutting will be resumed on the area left incomplete. After decision in writing by the Forest officer in charge that the purchaser has complied satisfactorily with the contract requirements as to specified areas, the purchaser shall not be required to move back upon or do additional work on such areas.

17. All locomotives, donkey engines, or other steam power engines used in connection with this sale, on or adjacent to National Forest land, shall during the period from June 1 to October 1 each be equipped with an efficient spark arrester which is satisfactory to the Forest Supervisor, a steam pump with not less than 1 inch discharge, 150 feet of fire hose, six buckets, and a constant supply of the equivalent of six barrels of water; all such equipment to be suitable and available for fire-fighting purposes. During the same period of each year no donkey engine or other similar steam contrivances in actual use shall be left during the noon hour without a watchman, and if necessary in the judgment of the Forest Supervisor, the purchaser may be required to have a nightwatchman guard against the escape of fire from the logging engines.

18. Timber will be scaled by the Scribner Decimal C log rule. The maximum scaling length of all logs shall be 16 feet, greater lengths will be scaled as two or more logs. Upon logs less than 24 inches in diameter at the small end, 4 inches additional length, and on logs more than 24 inches at the small end, 6 inches additional length will be allowed for trimming. Logs overrunning the specified length will be scaled as two feet longer. So far as practicable logs will be decked and piled for scaling, but when it is necessary to land logs in water they will be scaled in the woods or on banks of streams. Copies or abstracts of the scale reports will be furnished to the purchaser weekly after they have been approved by the Supervisor.

19. The right to turpentine any of the timber included in this sale is reserved by the United States. The turpentine rights may be leased by the United States during the contract period; provided that operators under such leases will not interfere with the logging operations conducted by the purchasers, and that any lease made by the United States will not permit the boxing of timber. It is further agreed that turpentineing will not be permitted if



it injures the quality of the timber in the trees tapped, and that the United States will, as far as consistent, with the laws and the regulations of the Department of Agriculture, give the purchaser of the timber the preference in awarding turpentine rights at the highest price for such privileges which may be offered following advertisement.

20. Unmarked or undesignated living trees which are cut or injured through carelessness; marked or designated trees or merchantable dead timber left uncut; timber wasted in tops, stumps and partially sound logs; trees left lodged in the process of felling; and any timber merchantable according to the terms of this agreement which is cut and not removed from any portion of the cutting area when logging on that portion of the cutting area is completed, or is not removed from the National Forest before the expiration of this agreement, will be scaled, measured, or counted and paid for at double the prices herein specified. Any timber remaining on the sale area at the expiration of this agreement, for which payment at double the price herein specified has been made to the United States, may be removed within three months from such date of expiration.

21. All timber used in the construction of stream improvements, excepting flumes and the building of permanent roads and bridges, shall be furnished by the Forest Service free of charge. Title to such improvements will remain with the government at the completion of the sale. Unmerchantable dead timber used in the construction of temporary logging and skidding roads, chutes, flumes, camps and other temporary improvements shall be allowed free of charge, but where merchantable green or dead timber is used for the purposes named it shall be scaled and charged for at the rates provided in this contract. All temporary improvements shall be removed from the National Forest lands within six months after the termination of this agreement unless permits or easements are secured from the officer of the United States having jurisdiction in accordance with the Federal laws for their occupancy and use. If not removed within such time of further occupancy and use under such permits or easements authorized, they shall become the property of the United States.

22. During the time that this agreement remains in force we will, independently, do all in our power to prevent and suppress forest fires on the sale area and in its vicinity, and we will require our employees and contractors to do likewise. We hereby agree, unless prevented by circumstances over which we have no control, to place ourselves and our employees at the disposal of any authorized Forest officer for the purpose of fighting forest fires, with the understanding that if the fire does not threaten our property or the area embraced in this agreement we shall be paid for services so rendered at the rate or rates to be determined by the Forest officer in charge, which rate or rates shall correspond to the rate or rates of pay prevailing in the Boise and Payette National Forests for services of a similar character at the time the services are rendered; provided, however, that if we, our employees, contractors, or employees of contractors, are directly or indirectly responsible for the origin of the fire, we shall not be paid for services so rendered.

23. We agree to pay for all timber cut prior to April 1, 1918, at the rates of \$..... per M feet B. M. for green Yellow pine and \$..... per M feet B. M. for green Douglas fir and Englemann spruce, and for all merchantable dead timber on the sale area; all timber cut subsequent to April 1, 1918, and prior to April 1, 1922, at such rates as shall be designated by the Forester on April 1, 1918; all timber cut subsequent to April 1, 1922, at such rates as shall

be designated by the Forester on that date; provided that the rates to be designated upon each of the respective dates shall be determined as follows:

(a) For the purpose of this contract it is agreed that the average mill run lumber prices per M feet, board measure, prevailing at the date of execution hereto, f. o. b. cars at mill points on the Payette River, are \$18 for Yellow pine and \$14.50 for Douglas fir and Englemann spruce.

(b) On January 1, 1918, and on January 1, 1922, the company agrees to furnish the Forester with a statement, the accuracy of which shall be properly sworn to, showing for each of the four preceding years during which it has operated under this contract the average mill run lumber price received for the various species cut from the sale area hereinbefore described. If the average mill run selling price of any species for the two years immediately preceding January 1, 1918, or the two years immediately preceding January 1, 1922, or both, shows an increase over the price of the same species as agreed upon above, as prevailing at the date of execution hereof, of \$1 per M feet board measure or less, no increase shall be made in stumpage rates for such species as fixed on the following April 1. If the increase in the average price of any species is greater than \$1 per M. feet board measure, not more than 75% of the amount of such increase in excess of \$1 may in the discretion of the Forester be added to the stumpage rate for such species as fixed on the following April 1; provided that said statement furnished by the company shall have been determined by the Forester to be a fair and correct representation of prices prevailing for the years reported. In the event that said statements are found by the Forester to be an incorrect representation of prevailing prices, then the readjustment of stumpage rates on the dates fixed shall be made as provided above, except that instead of accepting the company's statements of prices, said readjustment will be based on the average increase in the wholesale selling price of lumber prevailing throughout southern Idaho during the period specified, as determined and shown to be fair and equitable by the Forester; it being understood and agreed that if during the life of this contract, average mill run selling prices become available from other large mills in southwestern Idaho for operations and species similar in character to those provided for in this agreement, said average mill run selling prices may be used by the Forester to check the statements furnished by the purchaser, or in the event the purchaser's statements are found to be an incorrect representation of prevailing prices, to determine the actual increase in lumber prices, proper consideration being given to freight rates throughout the territory considered.

(c) If during the life of this agreement certain of the material cut from any of the species included in this sale is manufactured into or sold for other products than lumber, the market value of such products and the proportion of the total cut of the species so used, in the territory above defined during the two calendar years preceding the next readjustment date, shall be considered by the Forester, upon an equitable basis comparable to the thousand board feet of manufactured lumber, in determining the average mill run price of the species as above specified; provided, that the Forester may at any time, upon application from the purchaser, establish a special rate for material other than saw timber which the purchaser selects to remove for sale, which rate shall be equitable in accordance with the current market value of such material.

(d) It is further agreed that the Secretary of Agriculture will, upon written application from the purchaser, setting forth good and sufficient



reasons therefor and showing the existence of a serious emergency arising from changes in market conditions since the last readjustment of stumpage rates, at his option either (1) redetermine and establish the stumpage rates and designate a date when the rates as redetermined shall be effective, which date shall be within six months of the date of application, or (2) grant an extension of time within which the respective amounts of timber specified in clause 7 shall be removed, not to exceed the total period of 12 years for the removal of the timber specified in this contract, when action of either character is necessary in his judgment to relieve the purchaser from hardship; provided, that in all cases the stumpage rates as readjusted upon application to the Secretary shall be determined in accordance with the methods and under the terms above set forth; and provided further, that the stumpage rates so determined upon application of the purchaser shall apply only during the remainder of the cutting period then current, at the termination of which the stumpage rates shall be regularly redetermined and established.

In the application of the foregoing clause it is understood that the Secretary of Agriculture will readjust the stumpage rates upon application from the purchaser if it is shown to his satisfaction that for a period of one year market conditions have not permitted operation by the purchaser at a profit above operating costs, including office and supervisory expenses, interest, taxes, insurance, and reasonable charges for the depreciation and maintenance of the plant.

(e) It is further agreed that in no event will the stumpage rates as established upon any of the respective dates above named or upon the application of the purchaser be less than those specified herein to be paid for timber cut prior to April 1, 1918.

(f) It is further agreed that in making any readjustment of stumpage prices, the Forester may require such modification in the clauses numbered 4, 8, 9, 11, 13, 15, 17 and 22 in this agreement as are necessary in his judgment to protect the interests of the United States; provided, that such modifications shall be limited to requirements contained in current timber sale contracts executed by purchasers and approved by officers of the Forest Service prior to the date of such adjustment; and provided also, that any additional operating costs entailed by such modifications, as ascertained by the Forester, shall be deducted from the readjusted stumpage prices.

24. The decision of the Secretary of Agriculture will be final in the interpretation of the regulations and provisions governing the sale, cutting and removal of the timber covered by this agreement.

25. Work may be suspended by the Forest officer in charge if the conditions and requirements contained in this agreement are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, will be sufficient cause for the termination of this agreement and the cancellation of all permits for other uses of the National Forest.

26. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, will be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained will be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company. (Section 3741, Revised Statutes, and Sections 114-116, Act of March 4, 1909.)



27. This agreement will not be assigned in whole or in part.

28. The conditions of the sale are completely set forth in this agreement, and none of its terms can be varied or modified except in writing by the Forester or District Forester. No other Forest officer has been or will be given authority for this purpose.

29. And as a further guarantee of a faithful performance of the conditions of this agreement, we deliver herewith a bond in the sum of \$20,000 and do further agree that all moneys paid under this agreement will, upon failure on our part to fulfill all and singular the conditions and requirements herein set forth, or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of our obligations assumed hereunder.

Signed in duplicate this.....day of....., 1913.  
Witnesses:

.....  
.....  
Approved at....., under the above conditions,  
....., 1913.

.....  
Forester.





U.S. DEPT. OF AGRICULTURE  
FOREST SERVICE

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*Note — This map shows on a small scale the location of the Boise and Payette National Forests and the timber available to purchase on the South and Middle Forks of the Payette River, with respect to railroads, cities and length of drive involved in marketing the timber.*

*Location of timber on the South and Middle Forks, Payette River, described fully in report attached.*

*Payette Nat'l. Forest*

*Boise Nat'l. Forest*





(Copy - Published Sale Advertisement, Payette River Timber)

750,000,000 Feet

## NATIONAL FOREST TIMBER

### FOR SALE

AMOUNTS AND KINDS: (1) South Fork: 202,000,000 feet B. M., more or less, of western yellow pine and Douglas fir timber, approximately 80 per cent western yellow pine. (2) Middle Fork: 448,000,000 feet B.M., more or less, of western yellow pine, Douglas fir, Englemann spruce and white fir timber, approximately 70 per cent western yellow pine and 23 per cent Douglas fir.

LOCATION: Within the Boise and Payette National Forest, Southern Idaho. Two units: (1) South Fork, Payette River, in Townships 8, 9, and 10 North, Ranges 4, 5, 6, 7, 8, 9 and 10 East, B. M., (2) Middle Fork, in Townships 9, 10, 11 and 12 North, Ranges 4, 5, and 6 East, B.M.

STUMPAGE PRICES: Lowest rates considered: (1) South Fork: \$2.50 per M feet for yellow pine and \$1.00 per M feet for Douglas fir and merchantable dead timber: (2) Middle Fork \$2.00 per M. feet for yellow pine, and \$1.00 per M feet for Douglas fir, Englemann spruce, white fir and merchantable dead timber. Rates to be readjusted on April 1, 1918 and April 1, 1922.

DEPOSIT: With bid on either Fork \$10,000. to apply on purchase price if bid is accepted, or refunded if rejected. A forfeit may be retained if the contract and bond are not executed within the required time.

FINAL DATE FOR BIDS: Sealed bids will be received by the District Forester, Ogden, Utah, up to and including June 1, 1913, for all or any portion of the timber on either Fork. The date for receipt of bids will be extended 30 days upon the request of any person who desires additional time for examining the timber.

The right to reject any and all bids is reserved.

Before bids are submitted, full information concerning the character of the timber, conditions of sale, deposits and the submission of bids should be obtained from the District Forester, Ogden, Utah.



